

E-Filed 8/18/2010

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

PATRICIA GALVIN,

Plaintiff,

V.

PROVIDENT LIFE AND ACCIDENT
INSURANCE COMPANY, as Administrator and
Fiduciary of the Group Long Term Disability Plan
for Heller, Ehrman, White & McAuliffe; and THE
GROUP LONG TERM DISABILITY PLAN FOR
HELLER, EHRMAN, WHITE & MCAULIFFE.

Defendants.

Case Number C 07-5195 JF (PVT)

**ORDER¹ RE DISCLOSURE OF
CONFIDENTIAL SETTLEMENT
AGREEMENT**

Re. docket no. 69

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, as Administrator and Fiduciary of the Group Long Term Disability Plan for Heller, Ehrman, White & McAuliffe; and THE GROUP LONG TERM DISABILITY PLAN FOR HELLER, EHRLMAN, WHITE & MCAULIFFE,

Defendants.

On August 13, 2010, having reviewed the confidential settlement agreement between Plaintiff and Heller, Ehrman, White & McAuliffe (“the Agreement”) *in camera*, the Court concluded that language in paragraph seven on page three contains information that may be relevant to Plaintiff’s pending motion for computation of benefits. In light of the confidential nature of the Agreement, the Court requested that Plaintiff submit a proposal with respect to

¹ This disposition is not designated for publication in the official reports.

1 appropriate safeguards concerning production of the document. The Court now adopts Plaintiff's
2 proposal in its entirety.

3 Accordingly, Plaintiff shall disclose the Agreement immediately to Defendants Provident
4 Life and Accident Insurance Company and The Group Long Term Disability Plan for Heller,
5 Ehrman, White & McAuliffe (collectively, "Defendants"), subject to the following conditions:
6 (1) Defendants and/or their successors, and their respective counsel, shall keep the information
7 contained in the Agreement, as well as the Agreement's existence, confidential and use it only
8 for purposes of resolving the offset issue raised in Defendants' opposition to Plaintiff's motion
9 for computation of benefits and interest due; (2) any subsequent court filings referencing the
10 substance of the Agreement or the offset issue shall be under seal and not open to inspection by
11 the public; and (3) Defendants and their respective counsel shall be bound by the confidentiality
12 clause contained in the Agreement, as well as the provisions of the Agreement relating to
13 payment of any liquidated damages, costs and reasonable attorney's fees resulting from any
14 breach thereof.

15 If upon reviewing the Agreement Defendants believe they are entitled to an offset for
16 severance pay, they shall submit a letter brief not to exceed three pages in length on or before
17 August 25, 2010. Plaintiff may submit a responsive brief not to exceed three pages in length on
18 or before September 1, 2010.

19 **IT IS SO ORDERED.**

20 DATED: 8/18/2010

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22 JEREMY FOGEL
23 United States District Judge
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